3634.

SUPREME COURT OF THE UNITED STATES.

No. 200.

THOMAS J. COFFEE, PLAINTIFF IN ERROR,

vs.

THE PLANTERS' BANK OF TENNESSEE.

IN ERROR TO THE CIRCUIT COURT, U. S., FOR THE SOUTHERN DISTRICT OF MISSISSIPPI.

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[GIDEON, Print.]

PLANTERS' BANK of Tennessee,
vs.
THOMAS J. COFFEE.

Pleas before the honorable Samuel J. Gholson, district judge of the United States, at a circuit court of the United States, in and for the ninth circuit and southern district of Mississippi, held at the town of Jackson, at the May term, in the year of our Lord one thousand eight hundred and forty-nine.

Be it remembered that heretofore, to wit, on the 16th day of October, A. D. 1840, the following writ of summons ad respondendum, issued out of the clerk's office of the court aforesaid, in the words and figures, to wit:

UNITED STATES OF AMERICA,
Southern district of Mississippi, ss.

The President of the United States, to the marshal of the southern district of Mississippi, greeting:

We command you, without delay, to summon the Mississippi and Alabama Railroad Company, a corporation created by the laws of Mississippi, the stockholders in which are citizens of said State, and William H. Shelton, Robert G. Crozier, Henry K. Moss, Samuel M. Puckett, Thomas J. Coffee, and William H. Washington, all citizens of the State of Mississippi, that they be and appear at the circuit court of the United States, to be held at the city of Jackson, in and for the southern district of Mississippi, on the first Monday of November next, to answer to the Planters' Bank of Tennessee, the stockholders in which are citizens of said State, of a plea of trespass on the case, to their damage three hundred thousand dollars, and that they do file their plea or defence with the clerk of said court, on or before the meeting of the same, or judgment will be given against them by default; and have then there this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, the 16th day of October, A. D.
[L. S.] 1840, and in 65th year of the independence of the United States.

WM. BURNS, *Cl'k*,
Pr. GEO. W. MILLER, *D. C.*

Marshal's return. Executed the 28th of October, 1840, personally on Jno. T. Blow, Wm. H. Shelton, and Henry K. Moss; the former of whom has the books and papers of the Mississippi and Alabama Railroad Company in his possession.

WM. M. GWIN, *Marshal*,
Per C. G. GILMER, *Dep't.*

And on the same day of suing out the writ aforesaid, the said plaintiff, by G. S. & J. S. Yergers, their attorneys, filed their declaration herein against the said defendants, in the words and figures following, to wit:

UNITED STATES OF AMERICA,
Southern district of Mississippi.

United States circuit court, ninth judicial circuit, November term, in the year 1840.

The Planters' Bank of Tennessee, a corporation duly created by the laws of the State of Tennessee, the stockholders in which are citizens of the State of Tennessee, by attorney complain of the Mississippi and Alabama Railroad Company, a corporation created by the laws of Mississippi, the stockholders *and* which are all citizens of the State of Mississippi, and William H. Shelton, Robert G. Crozier, Henry K. Moss, Samuel M. Puckett, Thomas J. Coffee, and William H. Washington, who are all citizens of the State of Mississippi, summoned, &c., of a plea of trespass on the case; for this, that heretofore, to wit, on the 27th day of November, (written Nov'r) in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check and writing of that date, and thereby then and there requested the cashier of the Exchange Bank, New Orleans, to pay to the order of the defendant, William H. Shelton, by the name of W. H. Shelton, twelve months from date of said check, two thousand seven hundred and sixty-five dollars, and then and there delivered said check to the said William H. Shelton; and the said William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered said check to the defendant Richard G. Crozier; and the said Richard G. Crozier, by the name of R. G. Crozier, then and there *there* endorsed and delivered said check to the defendant Henry K. Moss; and the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered the said check to defendant Samuel M. Puckett; and the said Samuel M. Puckett then and there, by the name of S. M. Puckett, endorsed and delivered said check to defendant Thomas J. Coffee; and the said Thomas J. Coffee, by the name of Thos. J. Coffee, then and there endorsed and delivered said check to the defendant William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered said check to the said plaintiffs; and the plaintiffs aver that afterwards, on the 30th day of November, in the year 1839, at New Orleans, to wit, at the district aforesaid, the said check was duly presented and shown to the cashier of the Exchange Bank of New Orleans for payment, and payment of the said check was demanded of the said cashier within banking hours; but that neither the said cashier of the Exchange Bank, New Orleans, nor any person else, did or would, when the said check was so presented and shown for payment, and payment thereof de-

manded as aforesaid, or before or afterwards, pay the same, but then and there wholly neglected and refused so to do; and thereupon the said [check] was then and there duly protested for non-payment. Of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, at New Orleans, to wit, at the district aforesaid, had notice; by means whereof the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said check specified upon demand; and being so liable, they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay it, the said sum of money, on demand, in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, (written Nov'r,) in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby then and there requested the cashier of the Exchange Bank, New Orleans, in the State of Louisiana, to pay to the order of Samuel M. Puckett, by the name of S. M. Puckett, twelve months from date of said check, five thousand dollars; and then and there delivered said check to the said Samuel M. Puckett; and the said Samuel M. Puckett, by the name of S. M. Puckett, then and there endorsed and delivered said check to the defendant William H. Shelton; and the said William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered said check to the defendant Henry K. Moss; and the said Henry K. Moss, by the name and signature of H. K. Moss, then and there endorsed and delivered said check to the defendant Thomas J. Coffee; and the said Thomas J. Coffee, by the name of Thos. J. Coffee, then and there endorsed and delivered said check to the defendant Richard G. Crozier; and the said Richard G. Crozier, by the name of R. G. Crozier, then and there endorsed and delivered said check to the defendant, William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered said check to the said plaintiff; and the plaintiff avers, that afterwards, to wit, in the year 1839, at New Orleans, to wit, the district aforesaid, the said check was duly presented and shown to the cashier of the Exchange Bank, New Orleans, for payment; and payment of the said check was demanded of the said cashier, within banking hours, but that neither the said cashier of the Exchange Bank, New Orleans, nor any person else, did or would, when the said check was so presented and shown for payment, and payment thereof demanded as aforesaid, or before or afterwards, pay the same, but then and there wholly neglected and refused so to do, and thereupon the said check was then and there duly protested for non-payment. Of all which payment the said defendants afterwards, viz., on the 30th day of November, 1839, at New Orleans, to wit, the district aforesaid, had notice; by means whereof the said defendants then and there became liable to pay to the plaintiffs the said sum of money

in the said check specified, upon demand; and being so liable they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay it, the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, in the year 1838, at Brandon, State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby then and there requested the cashier of the Commercial Bank, Natchez, State of Mississippi, to pay to the order of William H. Shelton, by the name of W. H. Shelton, twelve months from date of said check, five thousand dollars, and then and there delivered said check to the said William H. Shelton; and the said William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered said check to the defendant, Richard G. Crozier; and the said Richard G. Crozier, by the name of R. G. Crozier, then and there endorsed and delivered the said check to the defendant Henry K. Moss; and the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered said check to the defendant Samuel M. Puckett; and the said Samuel M. Puckett, by the name of S. M. Puckett, then and there endorsed and delivered said check to the defendant Thomas J. Coffee; and the said Thomas J. Coffee, by the name of Tho. J. Coffee, then and there endorsed and delivered said check to the defendant William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered said check to the said plaintiff; and the plaintiff avers, that afterwards, to wit, on the 30th day of November, in the year 1839, at Natchez, to wit, the district aforesaid, the said check was duly presented and shown to the cashier of the Commercial Bank, Natchez, for payment, and payment there of the said check was demanded of the said cashier within banking hours; but that neither the said cashier of the Commercial Bank, Natchez, nor any person else, did or would, when the said check was so presented and shown for payment, and payment thereof demanded as aforesaid, or before or afterwards, pay the same, but then and there wholly neglected and refused so to do: and thereupon the said check was then and there duly protested for non-payment. Of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, at Natchez, to wit, the district aforesaid, had notice; by means whereof the said defendant then and there became liable to pay the said plaintiffs the said sum of money in said check specified, on demand and being so liable they, said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay it, the said sum of money in said check specified. And for this, that heretofore, to wit, on the 27th day of November, written Nov'r, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their

certain check, and thereby then and there requested the cashier of the Commercial Bank, Natchez, in the State of Mississippi, to pay to the order of Henry K. Moss, by the name of H. K. Moss, twelve months from date of said check, five thousand dollars, and then and there delivered said check to the said Henry K. Moss; and the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered said check to the defendant Richard G. Crozier ; and the said Richard G. Crozier, by the name of R. G. Crozier, then and there endorsed and delivered said check to the defendant William H. Shelton; and the said William H Shelton, by the name of W. H. Shelton, then and there endorsed and delivered said check to the defendant Thomas J. Coffee; and the said Thomas J. Coffee, by the name Tho. J. Coffee, endorsed and delivered said check to the defendant William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered said check to the defendant Samuel M. Puckett ; and the said Samuel M. Puckett, by the name of S. M. Puckett, then and there endorsed and delivered said check to the said plaintiff. And the plaintiff avers that afterwards, to wit, on the 30th day of November, in the year 1839, at Natchez, to wit, the district aforesaid, the said check was duly presented and shewn to the said cashier of the Commercial Bank, Natchez, for payment, and payment of said check was demanded of said cashier within banking hours; but that neither the said cashier of the Commercial Bank, Natchez, nor any person else, did or would, when the said check was so presented and shewn for payment, and payment thereof demanded as aforesaid, or before or afterwards, pay the same, but then and there wholly neglected and refused so to do, and thereupon the said check was then and there duly protested for non-payment. Of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, at Natchez, to wit, the district aforesaid, had notice; by means whereof the said defendants then and there became liable to pay the said plaintiffs the said sum of money in the check specified upon demand. And being so liable, they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook and then and there faithfully promised the said plaintiff, to pay it, the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, written Nov'r, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby then and there requested the cashier of the Commercial Bank, Natchez, in the State of Mississippi, to pay to the order of Thomas J. Coffee, by the name of T. J. Coffee, twelve months from date of said check, five thousand dollars, and then and there delivered said check to the said Thomas J. Coffee ; and the said Thomas J. Coffee, by the name of Tho. J. Coffee, then and there endorsed and delivered said check to the defendant Samuel M. Puckett ; and the said Samuel M.

Puckett, by the name of S. M. Puckett, then and there endorsed and delivered said check to the defendant William H. Shelton; and the said William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered the check to the defendant William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered said check to the defendant Richard G. Crozier; and the said Richard G. Crozier, by the name of R. G. Crozier, then and there endorsed and delivered said check to the defendant Henry K. Moss; and the said Henry K. Moss endorsed and delivered said check, by the name of H. K. Moss, to the said plaintiff. And the plaintiff avers that afterwards, to wit, on the 30th day of November, in the year 1839, at Natchez, to wit, the district aforesaid, the said check was duly presented and shown to the said cashier of the Commercial Bank, Natchez, for payment, and payment of the said check was demanded of the said cashier within banking hours; but that neither the said cashier of the Commercial Bank, Natchez, nor any person else, did or would, when the said check was so presented and shewn for payment, and payment thereof demanded as aforesaid, or before or afterwards, pay the same, but then and there wholly neglected and refused so to do, and thereupon the said check was then and there duly protested for non-payment. Of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, at Natchez, to wit, the district aforesaid, had notice; by means whereof the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said check specified, upon demand. And being so liable, they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook and then and there faithfully promised the said plaintiff to pay the said sum of money in said check specified. And for this, that heretofore, to wit, on the 27th day of November, written Nov'r, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby, then and there, requested the cashier of the Commercial Bank, Natchez, State of Mississippi, to pay to the order of Richard G. Crozier, by the name of R. G. Crozier, twelve months from date of said check, five thousand dollars, and then and there delivered said to the said Richard G. Crozier; and the said Richard G. Crozier, by the name of R. G. Crozier, then and there endorsed and delivered said check to the defendant William H. Shelton; and the said William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered said check to the defendant Henry K. Moss, and the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered said check to the defendant Thomas J. Coffee; and the said Tho. J. Coffee, by the name of Thomas J. Coffee, then and there endorsed and delivered to defendant William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered the said

check to the defendant Samuel M. Puckett; and the said Samuel M. Puckett, by the name of S. M. Puckett, then and there endorsed and delivered said check, to the said plaintiff; and the plaintiff avers that afterwards, to wit, on the 30th day of November, in the year 1839, at Natchez, to wit, the district aforesaid, the said check was duly presented and shown to the cashier of the Commercial Bank, Natchez, for payment, and payment of said check was demanded of said cashier within banking hours; but that neither the said cashier of the Commercial Bank, Natchez, nor any person else, did or would, when the said check was so presented and shown for payment, and payment thereof demanded as aforesaid, or before or afterwards, pay the same, but then and there wholly neglected and refused so to do, and thereupon the said check was then and there duly protested for non-payment. Of all which premises the said defendants afterwards, to wit, on the 30th day of November, in 1839, at Natchez, to wit, the district aforesaid, had notice; by means whereof the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said check specified, upon demand, and being so liable they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there promised to pay the said plaintiff, the said sum of money, on demand, in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, (written Nov'r 2,) in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby, then and there, requested the cashier of the Commercial Bank, Natchez, (written, Comm'l Bk.) in the State of Mississippi, to pay to the order of Samuel M. Puckett, by the name of S. M. Pukett, twelve months from date of said check, five thousand dollars, and then and there delivered said check to the said Samuel M. Puckett; and the said Samuel M. Puckett, by the name of S. M. Puckett, then and there endorsed and delivered said check to the defendant William H. Shelton; and the said William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered said check to the defendant Henry K. Moss; and the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered the said check to the defendant Thomas J. Coffee; and the said Thomas J. Coffee, by the name of Thos. J. Coffee, then and there endorsed and delivered said check to the defendant Richard G. Crozier; and the said Richard G. Crozier, by the name of R. G. Crozier, then and there endorsed and delivered said check to the defendant William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered said check to the said plaintiff; and the plaintiff avers that afterwards, to wit, on the 30th day of November, in the year 1839, at Natchez, to wit, the district aforesaid, the said check was duly presented and shown for payment to the cashier of the Commercial Bank, Natchez, and payment of said

check was demanded of said cashier, within banking hours; but that neither the said cashier of the Commercial Bank, Natchez, nor any person else, did or would, when the said check was so presented and shown for payment, and payment thereof demanded as aforesaid, before or afterwards, pay the same, but then and there wholly neglected and refused so to do, and thereupon the said check was then and there duly protested for non-payment. Of all which premises the said defendants afterwards, to wit, on the 30th day of November, at Natchez, to wit, the district aforesaid, had notice; by means whereof the said defendants then and there became liable to pay the said plaintiff the said sum of money in the said check specified, upon demand; and being so liable they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, promised and then and there faithfully undertook and promised the said plaintiff to pay the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, (written Nov'r) in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby then and there requested the cashier of the Commercial Bank, Natchez, in the State of Mississippi, to pay to the order of William H. Washington, by the name of W. H. Washington, twelve months from date of said check, four thousand two hundred and six dollars and forty cents, and then and there delivered said check to the said William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered said check to the defendant, William H. Shelton; and the said William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered said check to the defendant, Richard G. Crozier; and the said Richard G. Crozier, by the name of R. G. Crozier, then and there endorsed and delivered said check to the defendant, Henry K. Moss; and the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered said check to the defendant, Samuel M. Puckett; and the said Samuel M. Puckett, by the name of S. M. Puckett, then and there endorsed and delivered said check to the defendant, Thomas J. Coffee; and the said Thomas J. Coffee, by the name of Tho. J. Coffee, then and there endorsed and delivered said check to the said plaintiff. And the plaintiff avers that afterwards, to wit, on the 30th day of November, in the year 1839, at Natchez, to wit, the district aforesaid, the said check was duly presented and shewn to the cashier of the Commercial Bank [of] Natchez for payment, and payment of the said check was demanded of the said cashier, within banking hours, but that neither the said cashier of the Commercial Bank, nor any person else, did or would, when the said check was so presented and shown for payment, and payment thereof demanded as aforesaid, or before or afterwards, pay the same, but then wholly neglected and refused so to do, and thereupon the said check

was then and there duly protested for non-payment. Of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, at Natchez, to wit, the district aforesaid, had notice; by means whereof the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said check specified, on demand; and being so liable, they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay it, the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, (written Nov'r,) in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain other check in writing of that date, and thereby then and there requested the cashier of the Exchange Bank of New Orleans, in the State of Louisiana, to pay, twelve months from date of said check, to the order of the defendant, Thomas J. Coffee, by the name of T. J. Coffee, the sum of two thousand dollars, and then and there delivered said check to the said defendant Thomas J. Coffee, who then and there endorsed and delivered said check to Samuel M. Puckett, who then and there endorsed and delivered said check to the defendant William H. Shelton, who then and there endorsed and delivered the same to the defendant William H. Washington, who then and there endorsed and delivered the same to the defendant Robert G. Crozier, who then and there endorsed and delivered said check to the defendant Henry K. Moss, who then and there endorsed and delivered the same to plaintiff; which said check the plaintiff avers was afterwards, to wit, on the 30th day of November, in the year 1839, at New Orleans, to wit, at the district aforesaid, presented to the cashier of the Exchange Bank, New Orleans, for payment within banking hours, and payment thereof was then and there demanded; but neither the said cashier of the said Exchange Bank of New Orleans, nor any person else, did or would then and there pay the same, but wholly neglected and refused so to do, and thereupon said check was duly protested for non payment. Of all which premises said defendants afterwards, to wit, on the 30th day of November, 1839, then and there had notice; by means whereof the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said check specified, when requested; and being so liable, they, the said defendants, in consideration thereof, afterwards, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay it, the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, (written Nov'r,) in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their check in writing, of that date, and thereby then and there requested the cashier of the Commercial Bank, Natchez, to pay to the order of Samuel M. Puckett, by the name of S.

M. Puckett, twelve months from date of said check, four thousand dollars, and then and there delivered said check to the said defendant Samuel M. Puckett, who then and there endorsed and delivered said check to the defendant William H. Shelton, who then and there endorsed and delivered said check to the defendant Henry K. Moss, who then and there endorsed and delivered said check to the defendant Thomas J. Coffee, and the said Thomas J. Coffee endorsed and delivered said check then and there to the defendant Robert G. Crozier, who then and there endorsed and delivered said check to the defendant William H. Washington, who then and there endorsed and delivered the same to the said plaintiff; which said check the said plaintiff avers was afterwards, to wit, on the 30th day of November, in the year 1839, at Natchez, to wit, at the district aforesaid, presented to the cashier of the Commercial Bank, Natchez, for payment within banking hours, and payment thereof was then and there demanded; but that neither the said cashier of the Commercial Bank, Natchez, nor any person else, did or would then and there pay the same, but wholly neglected and refused so to do, and thereupon said check was duly protested for non-payment. Of all which premises said defendants afterwards, to wit, on the 30th day of November, 1839, then and there had notice, by means whereof the said defendants then and there became liable to pay to the said plaintiff the said sum of money in said check specified, when requested; and being so liable they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay the said sum of money in the said specified.

And for this, that heretofore, to wit, on the 27th day of November, (written Nov'r) in the year 1839, at Brandon in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby then and there requested the cashier of the Exchange Bank, New Orleans, in the State of Louisiana, to pay to the order of William H. Washington, by the name of W. H. Washington, twelve months from date of said check, five thousand dollars, and then and there delivered said check to the said William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered said check to the defendant William H. Shelton, and the said William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered said check to the defendant Thomas J. Coffee; and the said Thomas J. Coffee, by the name of Tho. J. Coffee, then and there endorsed and delivered said check to the defendant Henry K. Moss; and the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered said check to the defendant Samuel M. Puckett; and the said Samuel M. Puckett, by the name of S. M. Puckett, then and there endorsed and delivered the said check to the defendant Richard G. Crozier; and the said Richard G. Crozier, by the name of R. G.

Crozier, then and there endorsed and delivered the said check to the said plaintiff; and the plaintiff avers, that afterwards, to wit, on the 30th day of November, in the year 1839, at New Orleans, to wit, the district aforesaid, the said check was duly presented and shown to the cashier, Exchange Bank, New Orleans, for payment, and payment of the said check was demanded of the said cashier within banking hours, but that neither the said cashier of the Exchange Bank, New Orleans, nor any person else, did or would, when the said check was so presented and shown for payment, and payment thereof was demanded as aforesaid, or before or afterwards, pay the same, but then and there wholly neglected and refused so to do; and thereupon the said check was then and there duly protested for non-payment. Of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, at New Orleans, to wit, the district aforesaid, had notice. By means whereof the said defendants became then and there liable to pay to the said plaintiff the said sum of money in said check specified upon demand; and being so liable, they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay it, the said sum of money in the said check specified.

And for this, that heretofore, to wit, on the 27th day of November, written Nov'r, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby then and there requested the cashier of the Exchange Bank, New Orleans, in the State of Louisiana, to pay to the order of William H. Shelton, by the name of W. H. Shelton, twelve months from date of said check, three thousand two hundred and thirty-five dollars; and then and there delivered said check to the said William H. Shelton; and the said William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered said check to the defendant Richard G. Crozier; and the said Richard G. Crozier, by the name of R. G. Crozier, then and there endorsed and delivered said check to the defendant Thomas J. Coffee; and the said Thomas J. Coffee, by the name of Tho. J. Coffee, then and there endorsed and delivered said check to the defendant William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered said check to the defendant Henry K. Moss; and the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered said check to defendant Samuel M. Puckett; and the said Samuel M. Puckett, by the name of S. M. Puckett, then and there endorsed and delivered said check to said plaintiff. And the plaintiff avers that afterwards, to wit, on the 30th day of November, in the year 1839, at New Orleans, to wit, the district aforesaid, the said check was duly presented and shown to the cashier of the Exchange Bank, New Orleans, for payment, and payment of the said check was demanded of the said cashier within bank-

ing hours; but that neither the said cashier of the Exchange Bank, New Orleans, nor any person else, did or would, when the said check was so presented and shown for payment, and payment thereof demanded as aforesaid, or before or afterwards, pay the same; but then and there wholly neglected and refused so to do; and thereupon the said check was then and there duly protested for non-payment; of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, at New Orleans, to wit, at the district aforesaid, had notice, by means whereof the said defendants then and there became liable to pay to the said plaintiff the said sum of money in said check specified upon demand; and, being so liable, they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay it, the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, written Nov'r, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing, of that date, and thereby then and there requested the cashier of the Exchange Bank, New Orleans, in the State of Louisiana, to pay to the order of Samuel M. Puckett, by the name of S. M. Puckett, twelve months from date of said check, two thousand dollars, and then and there delivered said check to the said Samuel M. Puckett; and the said Samuel M. Puckett, by the name of S. M. Puckett, then and there endorsed and delivered said check to the defendant William H. Shelton; and the said William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered said check to the defendant Henry K. Moss; and the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered said check to the defendant Tho. J. Coffee; and the said Thomas J. Coffee, by the name of Tho. J. Coffee, then and there endorsed and delivered said check to the defendant Richard G. Crozier; and the said Richard G. Crozier, by the name of R. G. Crozier, then and there endorsed and delivered said check to the defendant William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered said check to the said plaintiff.

And the plaintiff avers that afterwards, to wit, on the 30th day of November, in the year 1839, at New Orleans, to wit, at the district aforesaid, the said check was duly presented and shown to the cashier of the Exchange Bank, New Orleans, for payment, and payment of the said check was demanded of the said cashier within banking hours, but that neither the said cashier of the Exchange Bank, New Orleans, nor any person else, did or would, when the said check was so presented and shown for payment, and payment thereof demanded as aforesaid, or before or afterwards, pay the same, but then and there wholly neglected and refused so to do, and thereupon the said check was then and there duly protested for non-payment. Of all which premises the said

defendants afterwards, to wit, on the 30th day of November, 1839, at New Orleans, to wit, at the district aforesaid, had notice; by means whereof the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said check specified upon demand; and being so liable they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook and then and there faithfully promised the said plaintiff, to pay it, the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, written Nov'r, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby then and there requested the cashier of the Exchange Bank, New Orleans, in the State of Louisiana, to pay to the order of William H. Washington, by the name of W. H. Washington, twelve months from date of said check, two thousand dollars, and then and there delivered said check to the said William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered said check to the said defendant William H. Shelton; and the said William H. Shelton, by the name of W. H Shelton, then and there delivered said check to the said defendant Richard G. Crozier; and the said Richard G. Crozier, by the name of R. G. Crozier, then and there endorsed and delivered said check to the defendant Henry K. Moss; and the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered said check to the defendant Samuel M. Puckett; and the said Samuel M. Puckett, by the name of S. M. Puckett, then and there endorsed and delivered said check to the defendant Thomas J. Coffee; and the said Thomas J. Coffee, by the name of Thos. J. Coffee, then and there endorsed and delivered said check to the said plaintiff; and the said plaintiff avers that afterwards, to wit, on the 30th day of November, in the year 1839, at New Orleans, to wit, at the district aforesaid, the said check was duly presented and shown to the cashier of the Exchange Bank, New Orleans, for payment, and payment of the said check was demanded of the said cashier within banking hours; but that neither the said cashier of the Exchange Bank, New Orleans, nor any person else, when the said check was so presented and shown for payment, and payment thereof demanded as aforesaid, or before or afterwards, pay the same, but then and there wholly neglected and refused so to do, and thereupon the said check was then and there duly protested for non-payment. Of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, at New Orleans, to wit, at the district aforesaid, had notice; by means whereof the said defendants became then and there liable to pay to the said plaintiff the said sum of money in said check specified upon demand; and being so liable, they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, un-

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dertook, and then and there faithfully promised, to pay to the said plaintiff the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, written Nov'r, in the year 1838, Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby then and there requested the cashier of the Exchange Bank, New Orleans, in the State of Louisiana, to pay to the order of Thomas J. Coffee, by the name of T. J. Coffee, twelve months from date of said check, five thousand dollars, and then and there delivered said check to the said Thomas J. Coffee; and the said Thomas J. Coffee, by the name of Tho. J. Coffee, then and there endorsed and delivered said check to the defendant Samuel M. Puckett; and the said Samuel M. Puckett, by the name of S. M. Puckett, then and there endorsed and delivered said check to the defendant William H. Shelton; and the said William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered said check to the defendant William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered said check to the defendant Richard G. Crozier; and the said Richard G. Crozier, by the name [of] R. G. Crozier, then and there endorsed and delivered said check to the said plaintiff.

And the said plaintiff avers, that afterwards, to wit, on the 30th day of November, in the year 1839, at New Orleans, to wit, the district aforesaid, the said check was duly presented and shown to the *shewn to the* cashier of the Exchange Bank, New Orleans, and payment of the said check was demanded of the said cashier within banking hours; but that neither the said cashier of the Exchange Bank, New Orleans, nor any person else, did or would, when the said check was so presented and shewn for payment, and payment thereof demanded as aforesaid, or before or afterwards, pay the same, but then and there wholly neglected and refused so to do; and thereupon the said check was then and there duly protested for non-payment. Of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, at New Orleans, to wit, the district aforesaid, had notice; by means whereof the said defendants then and there became liable to pay to the said plaintiff the said sum of money in said check specified upon demand; and, being so liable, they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, to wit, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay it, the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, written Nov'r, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby then and there requested the cashier of the Commercial Bank of Natchez, in the State of Mississippi, to pay to the order of Thomas J. Coffee, by the name of T. J. Coffee, twelve months from date of

said check, three thousand three hundred and twenty-five dollars, and then and there delivered said check to the said Thomas J. Coffee, and the said Thomas J. Coffee, by the name of Ths. J. Coffee; then and there endorsed and delivered said check to the defendant William Puckett; and the said William Puckett, by the name of Wm. Puckett, then and there endorsed and delivered said check to the defendant William H. Washington; and the defendant William H. Washington, by the name [of] W. H. Washington, then and there endorsed and delivered the same to the defendant Robert G. Crozier; and the said Robert G. Crozier, by the name of R. G. Crozier, endorsed and delivered the same to the defendant Henry K. Moss; and the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered the same to the said plaintiff. And the said plaintiff avers, that afterwards, to wit, on the 30th day of November, in the year 1839, at Natchez, to wit, the district aforesaid, the said check was duly presented and shewn to the cashier of the Commercial Bank, Natchez, for payment, and payment of the said check was demanded of the said cashier within banking hours; but that neither the said cashier of the Commercial Bank, Natchez, nor any person else, did or would, when the said check was so presented and shewn for payment, and payment thereof demanded as aforesaid, or before or afterwards, pay the same, but then and there wholly neglected and refused so to do; and thereupon the said check was then and there duly protested for non-payment. Of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, at Natchez, to wit, the district aforesaid, had notice; by means whereof the said defendants then and there became liable to pay the said plaintiff the said sum of money in the said check specified upon demand; and being so liable they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook and then and there faithfully promised the said plaintiff to pay it, the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, written Nov'r, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby then and there requested the cashier of the Commercial Bank, Natchez, in the State of Mississippi, to pay, twelve months from date of said check, to the order of Henry K. Moss, by the name of H. K. Moss, five thousand dollars, and then and there delivered said check to the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered said check to the defendant Robert G. Crozier; and the said Robert G. Crozier, by the name of R. G. Crozier, then and there endorsed and delivered the said check to the defendant William H. Shelton; and the said William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered the same to the defendant Thomas J. Coffee; and the said Thomas J. Coffee, by the name of Ths. J. Coffee, then and there endorsed and delivered the

same to the defendant William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered the same to the defendant Wm. Puckett; and the said William Puckett, by the name of Wm. Puckett, then and there endorsed and delivered the same to plaintiff. And the plaintiff avers, that afterwards, to wit, on the 30th day of November, in the year 1839, at Natchez, to wit, the district aforesaid, the said check was duly presented and shewn to the said cashier of the Commercial Bank, Natchez, for payment; and payment of the said check was demanded of the said cashier, within banking hours; but that neither the said cashier of the Commercial Bank, Natchez, nor any person else, did or would, when the said check was so presented and shewn for payment, and payment thereof demanded as aforesaid, or before or afterwards pay the same, but then and there wholly neglected and refused so to do; and thereupon the said check was then and there duly protested for non-payment. Of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, at Natchez, to wit, the district aforesaid, had notice; by means whereof the said defendants became then and there liable to pay to the said plaintiff the said sum of money in said check specified upon demand; and being so liable they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay it, the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, written Nov'r, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company, made their certain check in writing of that date, and thereby then and there requested the cashier of the Exchange Bank, New Orleans, in the State of Louisiana, to pay, twelve months from date of said check, to the order of the defendant, William H. Washington, by the name of W. H. Washington, the sum of five thousand dollars, and then and there delivered said check to the said defendant William H. Washington, who then and there endorsed and delivered said check to the defendant William H. Shelton, who then and there endorsed and delivered the same to the defendant Robert G. Crozier, who then and there endorsed and delivered the same to the defendant Henry K. Moss, who then and there endorsed and delivered the same to the defendant William Puckett, who then and there endorsed and delivered the said check to the defendant Thomas J. Coffee, who then and there endorsed and delivered the same to plaintiff; which said check the said plaintiff avers was afterwards, to wit, on the 30th day of November, in the year 1839, at New Orleans, to wit, at the district aforesaid, presented to the cashier of the Exchange Bank, New Orleans, for payment within banking hours, and payment thereof was then and there demanded; but neither the said cashier of the Exchange Bank, New Orleans, nor any person else, did or would then and there pay

the same, but wholly neglected and refused so to do, and therefore said check was duly protested for non-payment; of all which premises said defendants afterwards, to wit, on the 30th day of November, 1839, then and there had notice; by means whereof the said defendants then and there became liable to pay to the said plaintiff the said sum of money in said check specified when requested, and being so liable, they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay it, the said sum of money in the said check specified.

And for this, that heretofore, to wit, on the 27th day of November, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain other check in writing of that date, and thereby then and there requested the cashier of the Exchange Bank, New Orleans, in the State of Louisiana, to pay, twelve months from date of said check, to the order of defendant, Robert G. Crozier, by the name of R. G. Crozier, the sum of five thousand dollars, and then and there delivered said check to the said defendant Robert G. Crozier, who then and there endorsed and delivered said check to the defendant William H. Shelton, who then and there endorsed and delivered the same to the defendant Thomas J. Coffee, who then and there endorsed and delivered the same to the defendant William H. Washington, who then and there endorsed and delivered the same to the defendant Henry K. Moss, who then and there endorsed and delivered the said check to the defendant William Puckett, who then and there endorsed the same to the plaintiff; which said check the plaintiff avers was afterwards, to wit, on the 30th day of November, in the year 1839, at New Orleans, to wit, at the district aforesaid, presented to the cashier of the Exchange Bank, New Orleans, for payment within banking hours, and payment thereof was then and there demanded; but neither the said cashier of the Exchange Bank, New Orleans, nor any person else, did or would then and there pay the same, but then and there wholly neglected and refused so to do; and therefore said check was duly protested for non-payment. Of all which premises the said defendants, afterwards, to wit, on the 30th day of November, 1839, then and there had notice, by means whereof the said defendants then and there became liable to pay to the said plaintiff the said sum of money in said check specified, when requested; and being so liable, they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay it, the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, written Nov'r, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain other check in writing of that date, thereby then and there requested the cashier of the Exchange Bank,

New Orleans, in the State of Louisiana, to pay, twelve months from the date of said check, to the order of William H. Shelton, by the name of W. H. Shelton, the sum of five thousand dollars, and then and there delivered said check to the said defendant, William H. Shelton, who then and there endorsed and delivered said check to Robert G. Crozier, who then and there endorsed and delivered said check to the defendant Henry K. Moss, who then and there endorsed and delivered the same to the defendant William Puckett, who then and there endorsed and delivered the same to the defendant Thomas J. Coffee, who then and there endorsed and delivered the same to the defendant William H. Washington, who then and there endorsed and delivered said check to plaintiff; which said check the plaintiff avers was afterwards, to wit, on the 30th day of November, in the year 1839, at New Orleans, to wit, at the district aforesaid, presented to the cashier of the Exchange Bank, New Orleans, for payment within banking hours, and payment thereof was then and there demanded; but neither the said cashier of the said Exchange Bank of New Orleans, nor any person else, did or would then and there pay the same, but wholly neglected and refused so to do; and thereupon said check was duly protested for non-payment; of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, then and there had notice, by means whereof the said defendants then and there became liable to pay to the said plaintiff the said sum of money in said check specified when requested. And being so liable they, the said defendants, in consideration thereof, afterwards, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay it, the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby then and there requested the cashier of the Commercial Bank, Natchez, in the State of Mississippi, to pay to the order of Robert G. Crozier, by the name of R. G. Crozier, twelve months from date of said check, five thousand dollars, and then and there delivered said check to the said defendant Robert G. Crozier, and the said Robert G. Crozier, by the name of R. G. Crozier, then and there endorsed and delivered said check to the defendant William H. Shelton; and the William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered said check to the defendant Henry K. Moss; and the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered the same to the defendant Thomas J. Coffee; and the said Thomas J. Coffee, by the name of Tho. J. Coffee, then and there endorsed and delivered the same to the defendant William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered the same to William Puckett; and the said William Puckett, by the name of Wm.

Puckett, then and there endorsed and delivered the same to the said plaintiff: and the plaintiff avers that afterwards, to wit, on the 30th day of November, in the year 1839, at Natchez, to wit, the district aforesaid, the said check was duly presented and shewn to the said cashier of the Commercial Bank, Natchez, for payment, and payment of the said check was demanded of the said cashier within banking hours; but that neither the said cashier of the Commercial Bank, Natchez, nor any person else, did or would, when the said check was so presented and shewn for payment, and payment thereof demanded as aforesaid, or before or afterwards, pay the same, but then and there wholly neglected and refused so to do; and thereupon the said check was then and there duly protested for non-payment; of all which, *all which* premises the said defendants afterwards, to wit, on the 30th day November, 1839, at Natchez, to wit, the district aforesaid, had notice; by means whereof the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said check specified upon demand; and being so liable they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay it, the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain check in writing of that date, and thereby then and there requested the cashier of the Commercial Bank, Natchez, in the State of Mississippi, to pay to the order of Robert G. Crozier, by the name of R. G. Crozier, twelve months from date of said check, two hundred and eighty-three dollars and seventy-five cents, and then and there delivered said check to the said Robert G. Crozier; and the said Robert G. Crozier, by the name of R. G. Crozier, then and there endorsed and delivered said check to the defendant William H. Shelton; and the said William H. Shelton, by the name of W. H. Shelton, then and there endorsed and delivered the said check to the defendant Thomas J. Coffee; and the said Thomas J. Coffee, by the name of Tho. J. Coffee, then and there endorsed and delivered the same to the defendant William H. Washington; and the said William H. Washington, by the name of W. H. Washington, then and there endorsed and delivered the same to the defendant Henry K. Moss; and the said Henry K. Moss, by the name of H. K. Moss, then and there endorsed and delivered the same to *to* the defendant William Puckett; and the said William Puckett, by the name of Wm. Puckett, then and there endorsed and delivered the same to the said plaintiff: and the plaintiff avers, that afterwards, to wit, on the 30th day of November, in the year 1839, at Natchez, to wit, the district aforesaid, the said check was duly presented and shewn to the cashier of the Commercial Bank, Natchez, for payment, and payment of the said check was demanded of the said cashier within banking hours; but that neither the said cashier of the

said Commercial Bank, Natchez, nor any person else, when the said check was presented and shewn for payment, and payment thereof demanded as aforesaid, or before or afterwards, pay the same, but then and there wholly neglected and refused so to do, and thereupon the said check was duly protested for non-payment: of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, at Natchez, to wit, the district aforesaid, had notice; by means whereof the said defendants became then and there liable to pay to the said plaintiff the said sum of money in said check specified, upon demand; and being so liable they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, [under]took, and then and there faithfully promised the said plaintiff, to pay it, the said sum of money in said check specified.

And for this, that heretofore, to wit, on the 27th day of November, in the year 1838, at Brandon, in the State of Mississippi, to wit, at the district aforesaid, the said Mississippi and Alabama Railroad Company made their certain other check, in writing, of that date, and thereby, then and there, requested the cashier of the Exchange Bank, New Orleans, in the State of Louisiana, to pay, twelve months from date of said check, to the order of the defendant Henry K. Moss, by the name of H. K. Moss, the sum of five thousand dollars, and then and there delivered the said check to the said defendant, Henry K. Moss, and who then and there endorsed and delivered said check to the defendant Robert G. Crozier, who then and there endorsed and delivered the same to the defendant Thomas J. Coffee, who then and there endorsed and delivered the same to the defendant William H. Shelton, who then and there endorsed and delivered the same to the defendant William H. Washington, who then and there endorsed and delivered the same to the defendant William Puckett, who then and there endorsed and delivered said check to plaintiff; which said check, the plaintiff avers, was afterwards, to wit, on the 30th day of November, in the year 1839, at New Orleans, to wit, at the district aforesaid, presented to the cashier of the Exchange Bank, New Orleans, for payment, within banking hours, and payment thereof was then and there demanded; but neither the said cashier of the said Exchange Bank of New Orleans, nor any person else, did or would, then and there pay the same, but wholly neglected and refused so to do; and thereupon said check was duly protested for non-payment. Of all which premises the said defendants afterwards, to wit, on the 30th day of November, 1839, then and there had notice; by means whereof the said defendants became then and there liable to pay to the said plaintiff the said sum of money in said check specified, when requested; and being so liable they, the said defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay it, the said sum of money in the said check specified.

And for that whereas, also, afterwards, to wit, on the 30th day of November, 1839, at the district aforesaid, the said defendants being

indebted to the said plaintiff in the sum of one hundred and fifty thousand dollars, for so much money before that time lent and advanced to the said defendants by the said plaintiff, at their request; and also in the sum of one hundred and fifty thousand dollars, for so much money by the said plaintiff paid, laid out, and expended, to and for the use and business of the said defendants, and at their request; and also in the further sum of one hundred and fifty thousand dollars, for so much money before that time had and received by the said defendants, on account and for the use of said plaintiff: in consideration thereof then and there promised the said plaintiff to pay it, the said several sums of money aforesaid, on demand. Yet the said defendants, not regarding their said several promises and undertakings, have not as yet paid to the said plaintiff, although often requested so to do, said sums of money above mentioned, or any part thereof, but so to do have hitherto wholly failed and refused, and still do refuse so to do, to the damage of the said plaintiff three hundred thousand dollars; and therefore it brings suit, &c.

GEO. S. & J. S. YERGERS,
Plaintiff's att'ys.

And afterwards, to wit, on the 28th day of January, A. D. 1841, the following alias writ of summons ads. respondendum, issued in the words and figures, to wit:

UNITED STATES OF AMERICA,
Southern district of Mississippi.

The President of the United States, to the marshal of the southern district of Mississippi, greeting:

We command you, as before commanded, without delay to summon the Mississippi and Alabama Railroad Company, a corporation created by the laws of Mississippi, the stockholders in which are citizens of said State, and also William H. Shelton, Robert G. Crozier, Henry K. Moss, Samuel M. Puckett, Thomas J. Coffee, and William H. Washington, all citizens of the State of Mississippi, that they be and appear at the circuit court of the United States, to be held at the town of Jackson, in and for the southern district of Mississippi, on the first Monday of May next, to answer to the Planters' Bank of Tennessee, a corporation duly created by the legislature of the State of Tennessee, the stockholders in which are citizens of said State, of a plea of trespass on the case, to their damage three hundred thousand dollars; and that they do file their plea or defence with the clerk of said court, on or before the meeting of the same, or judgment will be given against them by default. And have then there this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, the 28th day of January, A. D. 1841, and of the independence of the United States the sixty-fifth. [SEAL.]

WM. BURNS, *Cl'k*,
By GEO. W. MILLER, *D. C.*

Marshal's return.

Executed on John T. Blow, personally, the 12th of April, 1841, who has the keys and books of the Brandon Bank in possession when this writ was served.

F. S. HUNT, *Marshal,*
By C. G. GILMER, *D. M.*

Executed on R. G. Crozier, Samuel M. Puckett, and Thomas J. Coffee, 15th February, 1841; also on Wm. H. Washington, 19th February, 1841.

WM. M. GWIN, *Marshal,*
Per J. MAGEE, *Deputy.*

Executed on Wm. H. Shelton, personally, the 12th of April, 1841.

F. S. HUNT, *Marshal,*
By C. G. GILMER, *D. M.*

And the said defendants, Moss, Puckett, Coffee, and Shelton, by their attorneys, come and defend the wrong and injury, when, &c., and for plea say that the said plaintiffs ought not further to have and maintain their aforesaid action against them, because they say that they did not undertake and promise in manner and form as the said plaintiffs in their declaration hath alleged, and of this they put themselves upon the country, &c.

RUCKS & YERGER & HUGHES,
Atto's for defendants.

And the plaintiff doth the like.

GEO. S. & J. S. YERGER,
For plaintiffs.

And the said defendant, R. G. Crozier, by his attorney, comes and defends the wrong and injury, when, &c., and for plea say, that the said [plaintiffs] ought not further to have and maintain their aforesaid action against him, because he says that he never undertook and promised the plaintiffs in manner and form as the said plaintiffs in their declaration hath alleged against him; and of this he puts himself upon the country.

By LOMBARD for CROZIER.

And the plaintiff doth the like.

GEO. S. & J. S. YEIGER,
Atto's for plff.

And afterwards, to wit, at the May term, A. D. 1844, of said court, to wit, on the eleventh day of May, in the year of our Lord one thousand eight hundred and forty-four, until which time this cause was legally continued, came the plaintiffs aforesaid, by their respective attorneys; and it having been suggested to the court that since the institution and service of process herein, that the said defendants, William H. Washington and William H. Shelton, have departed this life: It is ordered by the court that this suit be abated as to them, and then this cause was continued.

And afterwards, to wit, at the said May term of the court first aforesaid, that is to say, the ninth day of May, in the year of our Lord one thousand eight hundred and forty-nine, until which time this cause was legally continued, came as well the said plaintiffs, by their said attorneys, as the said defendants Crozier, Moss, Puckett, and Coffee; and thereupon on motion of the plaintiffs, by their attorneys, it is ordered by the court that this suit be discontinued as to all the defendants herein, except Thomas J. Coffee; and thereupon a jury being called, came, to wit, James A. Vaughan, Elias Oden, Hy. Gregory, Robt. Randolph, C. B. Bacon, Robt. Morrow, J. S. Smith, J. H. Pool, W. H. West, Wm. Covington, Ely McRory, and M. Adkinson, who being empannelled, tried, and sworn to speak the truth upon the issue joined, do say upon their oaths, that they find for the plaintiffs on the issue joined, and assess the damages by reason of the premises at one hundred and forty-nine thousand nine hundred and twenty-four dollars and ninety-seven cents.

Therefore it is considered by the court, that the said Planters' Bank of Tennessee, plaintiff, do recover of and against the said Thomas J. Coffee, defendant, the said sum of one hundred and forty-nine thousand nine hundred and twenty-four dollars and ninety-seven cents for its damages aforesaid, by the jurors in form aforesaid assessed, and also its costs and charges by said bank in and about its suit in this behalf expended.

And the said defendant, Coffee, in mercy, &c.

UNITED STATES OF AMERICA,
Southern district of Mississippi.

Circuit court, United States.

I, William H. Brown, clerk of said circuit court, do hereby certify, that the foregoing thirty-seven pages contain a full, true, and complete transcript of the record of the judgment therein named, as the same now remains of record in my office.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of said court, at Jackson, this twenty-first day of August, A. D. 1850, and of the independence of the United States the 75th.

W. H. BROWN, *Clk.*

UNITED STATES OF AMERICA,
Southern district of Mississippi.

Circuit court, United States.

I, Samuel J. Gholson, presiding judge of said circuit court, do hereby certify, that William H. Brown, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, clerk of said circuit court, and that his attestation is in due form of law.

Given under my hand and seal this 21st day of August, A. D. 1850.

S. J. GHOLSON. [SEAL.]

UNITED STATES OF AMERICA, *ss.*

The President of the United States, to the judges of the circuit court of the United States, for the southern district of Mississippi, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in said circuit court, before you, or some of you, between the Planters' Bank of Tennessee, plaintiff, and Thomas J. Coffee, defendant, a manifest error hath happened, to the great damage of the said Thomas J. Coffee, as by his complaint appears.

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in his behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct the error, what of right and according to the law and custom of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court, the first Monday of May, in the year of our [SEAL.] Lord one thousand eight hundred and fifty, and of the independence of the United States the 74th.

Issued Oct. 31st, A. D. 1850.

W. H. BROWN,
Clk. circuit court, U. S., so. dist. Miss.

UNITED STATES OF AMERICA, *ss.*

To the Planters' Bank of Tennessee, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be held at Washington, on the first Monday in December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States, for the ninth circuit and southern district of Mississippi, wherein Thomas J. Coffee [is] plaintiff and you are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the honorable Samuel J. Gholson, one of the judges of the circuit court of the United States, for the southern district of Mississippi, this sixth day of November, in the year of our Lord one thousand eight hundred and fifty, and in the 75th year of the independence of the United States.

S. J. GHOLSON.

Executed the 6th November, 1850, on George S. Yerger, esq., the attorney of record for the Planters' Bank of Tennessee.

FIELDING DAVIS,
Marshal, S. D. M.

Service - -	$2 00
Copy - -	50
E. & R. - -	50
	$3 00

UNITED STATES OF AMERICA, *ss.*

To the Planters' Bank of Tennessee, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be held at Washington, on the first Monday in December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States, for the ninth circuit and southern district of Mississippi, wherein Thomas J. Coffee is plaintiff and you are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the honorable Samuel J. Gholson, one of the judges of the circuit court of the United States, for the southern district of Mississippi, this twenty-first day of October, in the year of our Lord one thousand eight hundred and fifty, and in the 74th year of the independence of the United States.

S. J. GHOLSON.

Came to hand November 8th, 1850, and executed on the within defendant, Mathew Watson, president, &c., same day, November 8, 1850.

WM. M. BROWN,
M. M. D., Tenn.

Service - -	$2 00
Copy - - -	50
Execution and return -	50
	$3 00

Received the above costs of Geo. L. Potter.

RICH'D FLETCHER, *Dep. Mar'l.*

UNITED STATES OF AMERICA,
Southern district of Mississippi, sct.

Know all men by these presents, that we, Thomas J. Coffee, William C. Harper, and George L. Potter, are held and firmly bound unto the Planters' Bank of Tennessee in the just and full sum of five hundred dollars, lawful money of the United States, to be paid to the said

Planters' Bank of Tennessee, their lawful attorney, executors, administrators, or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated the 25th day of September, A. D. one thousand eight hundred and fifty.

The condition of this obligation is such, that whereas, at a term of the circuit court of the United States, for the southern district of Mississippi, commenced and held at the city of Jackson, on the first Monday of May, A. D. 1849, judgment was rendered by said court, in favor of the said Planters' Bank of Tennessee, against the said Thomas J. Coffee, for the sum of one hundred and forty-nine thousand nine hundred and twenty-four $\frac{97}{100}$ dollars and costs of suit, and the said Thomas J. Coffee has sued out a writ of error, from the Supreme Court of the United States, to reverse said judgment.

Now, if the said Thomas J. Coffee shall prosecute his said writ of error to effect, and shall well and truly pay and satisfy the amount of all such costs as the said Supreme Court of the United States shall adjudge in the premises, if the said Thomas J. Coffee shall fail to make his plea good, then and in that case this obligation to be void, otherwise to remain in full force and virtue.

THOMAS J. COFFEE, [SEAL.]
By W. C. HARPER, his att'y in fact.
WM. C. HARPER, [SEAL.]
GEORGE L. POTTER. [SEAL.]

Sealed and delivered in presence of—
W. H. BROWN.

UNITED STATES OF AMERICA,
Southern district of Mississippi.

Circuit court, U. S.

I, William H. Brown, clerk of said circuit court, do hereby certify, that the within is a true copy of the original bond on file in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at Jackson, this 31st day of October, A. D. 1850.

[L. S.]

W. H. BROWN, *Cl'k.*